

SIR/RFO DTRFAAC-12-R-03548

ATTACHMENTS

STATEMENT OF WORK
4/11/12

PERFORM EXTERIOR RENOVATIONS
For
MAFA-RCAG
Midland, Texas

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For
Midland, Texas MAFA-RCAG**

INTRODUCTION

The technical requirements for materials and the performance of work as required under this contract are contained in this document and the standard specifications referenced below. This document contains the basic scope of work and may contain some technical requirements that are either in addition to or amend the requirements of the standard specifications. Any items pertaining to technical matters which appear herein and which are contradictory to those contained in the standards shall govern over the standards.

Contracting Officer (CO) – The person assigned to this contract as the CO shall be the only individual with authority to speak for and contractually bind the FAA. All communications, authorizations, approvals, changes, modifications, etc., involving this contract, shall be with and through the CO. Any action not approved by the CO shall not bind the FAA.

Contracting Officers Technical Representative (COTR) – The CO may assign a COTR to oversee the work on the project and act as a technical point of contact. A letter detailing the COTR's responsibilities and authority will be issued when a COTR is assigned. The term Resident Engineer may be used interchangeably for COTR in this document. The term Resident Engineer is generally used to designate the person responsible for on-site monitoring of the construction work and as the on-site representative of the Contracting Officer. The term Project Engineer is used to designate the person that put together the statement of work and specification, the project engineer reviews and approves submittals and any change proposal from the contractor.

0. PROJECT LOCATIONS

Work for this contract will be performed at the Midland Remote Center Air/Ground Communications Facility (MAFA RCAG), Midland, TX., located off intersection of 11312 W County Road 122 West on access road to Old Faudree Ranch hence SSW to MAFA RCAG.

1. SCOPE

1.1 – General: This specification and other referenced documents cover the requirements for various modifications to the exhaust air hood. The Contractor shall provide all labor, materials (unless noted otherwise in the contract documents), and specialized equipment as necessary to perform the work described herein by these specifications and referenced documents.

1.2 – Description of Work: All work to be accomplished includes, but is not limited to, the following:

The MAFA RCAG, Midland, Texas facility located off Business 20 and CR 121 on the old

historic Faudree ranch site is in need of repairs. The facility soffit and fascia have wood rot deterioration and the metal siding, while structurally in good shape needs cleaning and painting. The existing soffit and fascia materials should be removed and disposed of properly and new vinyl siding installed. The doors will need to be sanded primed and painted. The existing metal siding should be prepared and painted.

1.3 Basic Preparations

- Remove all soffit and Fascia material
- Pressure wash and wire brush existing metal siding.
- Following adhesion procedures recommended by Sherwin Williams, prepare metal siding to be tack free for initial primer. Use Sherwin Williams DTM Bonding Primer and Sherwin Williams Bond-Plex Acrylic (Platinum Gray for siding)
- Sand, prime and repaint 2 doors using Sherwin Williams DTM Bonding Primer and Sherwin Williams Bond-Plex Acrylic (White).

1.4 Metal Siding

- Apply Primer as recommended, allow curing. Sherwin Williams DTM Bonding Primer
- Insure tack free.
- Apply recommended Sherwin Williams Bond-Plex Acrylic (Platinum Gray for siding) finish paint with grey tint base, allow curing.

1.41 Vinyl Siding

- Install new Vinyl Double Dutch 5 grey tint soffit, fascia and railing material.

1.42 Doors

- Sand, prime and repaint two (2) existing doors. Use Sherwin Williams DTM Bonding Primer and Sherwin Williams Bond-Plex Acrylic (White).

1.3 – Contract Performance Period: 15 calendar days will be allowed from the effective date of the Notice to Proceed. The NTP will be determined following the Pre-Work Site Visit described in Section 1.4.1, below.

1.4 – Pre-Construction Meeting: The Contractor is required to attend a preconstruction meeting to review contract requirements, schedules, required reports/submittals, etc. and to establish contacts to be used during the contract. The CO shall coordinate the location and time of the meeting after contract award. The meeting may be held via teleconference.

1.4.1 – Pre-Work Site Meeting: A site visit or teleconference will need to be made by the Contractor's key personnel who will be performing the on-site work to discuss disposal areas for any removed materials, procedures for working around the operating facility, etc. The date and time for this meeting will be separate from and occur after the preconstruction meeting (may be held immediately subsequent to that meeting if so arranged). Refer to Section 4.1.1 for further information regarding this site visit.

1.5 – Night/Weekend Work: The contractor may choose to perform portions of the work outside of peak operational hours at night or during weekends as approved by the COTR. Limit work to the normal business hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, unless

otherwise indicated.

2. GENERAL

2.1 – Referred Specification Standards: The latest edition in publication at the time of the work shall govern the work required by any standard specifications by others that are referred in various locations within this document.

2.2 – Supervision: See the applicable contract clause.

2.3 – Workmen: Work shall be accomplished by skilled personnel, experienced in the types of work to be performed. All labor, construction procedures, etc. shall be in strict conformance with rules, regulations, and recommendations of the Occupational Safety & Health Administration (OSHA), National Electric Code (NEC), municipal and state codes, National Building Code, or any other authorities having local jurisdiction pertaining to the work.

3. JOB CONDITIONS

3.1 - Pre-Bid Site Visit: A pre-bid site visit mandatory for all perspective bidders to determine the existing conditions affecting the work. Site visit will be held in accordance with SIR Section L.

3.2 - Delivery/Storage/Handling: The Contractor shall coordinate delivery of materials and equipment with the COTR. The Contractor shall confine the movement and storage of vehicles, equipment, and materials to such routes, times, and locations, as may be designated by the COTR. Work and storage space is limited at the site. The Contractor is responsible to secure additional storage off site, if required, at no additional cost to the FAA. Materials subject to moisture damage shall be stored off the ground and covered (or stored inside as may be approved by the COTR). Materials damaged in handling, storage, construction traffic, etc., will be rejected and replaced at the Contractor's expense.

3.3 - Protection of Existing Property: See the applicable contract clause. The Contractor is responsible for any damages to property damaged by the Contractor's activities.

3.3.1 - Weather Protection: When the work is suspended due to weather, the Contractor shall provide any temporary covers or seals, as required, to protect the work and/or the buildings and their contents/appurtenances.

3.4 - Cleanup: The Contractor shall remove all debris resulting from his work from the premises at the site and dispose of properly on a daily basis, or as directed by the COTR. Also, a final cleanup shall be conducted when the work is complete and prior to final inspection.

3.5 - Power: Electrical power required for the construction work may be made available to the Contractor at no cost. The Contractor, at his expense, shall provide all temporary connections, fittings, etc., from the source to the point of use. Arrangements for use of these facilities shall

be coordinated with the COTR.

3.7 - Water: Water is not available for Contractor use at the performance location.

3.8 - Sanitary Facilities: Sanitary facilities are not available for Contractor use at the work performance location. The Contractor shall provide adequate temporary sanitary facilities as needed by the workers for the time required to complete this work.

3.9 SUBMITTALS AND BRAND NAME USAGE

- A. Introduction: Each product required for use in the contract must meet the actual minimum needs of the Government as demonstrated in the salient characteristics for that product. If a brand name product is used in the statement of work, it should be regarded as a "known acceptable source". The use of the term "known acceptable source" and "brand name or equal" in referencing a specific product or manufacturer is not intended to indicate a preference for the products mentioned, but indicates the quality and characteristics of products that will meet the Government requirements. Should the Contractor decide to use a product other than that identified as a "known acceptable source" or "brand name or equal", the Contractor shall provide a submittal for this product. This does not relieve the Contractor from providing submittals for products or materials required in other sections of this Specification.
- B. Requirements: Each product that a Contractor wishes to use must be approved before use, by the Contracting Officer's Technical Representative (COTR) or Project engineer. To gain approval, the Contractor must submit documents and/or samples that will demonstrate the product clearly will meet the Government's minimum needs, and demonstrates appropriate salient characteristics. All submittals must be in writing. The information presented in a submittal shall be sufficient to demonstrate that all specification requirements for the subject material, equipment, methods, or plans, are met by the Contractor's proposal.

Requests for Deviations from the statement of work shall be submitted in writing in the same manner as submission of submittals, in the following paragraph C.

The Contractor shall comply with the latest Occupational Safety and Health Administration (OSHA) regulations Title 29 Code of Federal Regulations (CFR) regarding safety in the work area. The Contractor shall also comply with applicable federal and state laws and regulations concerning human health and environmental protection, including those pertaining to air and water pollution, and the disposal of solid and hazardous wastes, substances and materials. The Contractor shall consult the latest referenced OSHA, Environmental Protection Agency (EPA), state, and local documents for pertinent regulations.

- C. Submittal Review: The Contractor shall send all submittal package(s) directly to the Project Engineer after award, but before on-site work commences, with an electronic copy of the transmittal letter to the Contracting Officer. The submittal will return directly from the Project Engineer to the Contractor, with an electronic copy of the submittal approval/disapproval to the Contracting Officer. Once the on-site work has begun, any remaining submittals will be submitted through and be returned from the on-site COTR with a copy of the approved/disapproved transmittal letter to the Contracting officer.
- D. Submittal Approval Time Frame: To provide adequate time for document review, the FAA reserves the right to take the necessary time to complete a review. It should be anticipated that the review period might be one week, although every effort will be made to expedite this process.

- E. **Procurement Before Approval:** The Contractor is advised not to procure any item for which submittal approval is required but not yet granted. If approval is denied, the Contractor will not be paid for the disapproved item(s). The Contractor must transmit a new submittal package for the new items replacing the disapproved items, and must procure only approved items. The Contractor shall take responsibility for any items purchased, fabricated, or delivered before submittal approval is granted.

4. REQUIREMENTS:

4.1 – General: The following specifications contain the technical information and instructions as needed to complete the work required by this contract. In the case of any discrepancies between the requirements herein and any other referred standard industry documents or governing codes, a clarification will be made by the COTR. Any clarification issued by the COTR will not change the scope of the contract.

4.1.1 - Pre-work Site Meeting: This is an FAA facility operating 24 hours per day, 7 days per week whose functions cannot be compromised during performance of this work. The work shall be accomplished in such a manner as to minimize the impact on the facility operation. Following the preconstruction meeting held by the CO, the contractor will arrange for an on site meeting prior to beginning work. Present for the meeting will be the Contractor's key personnel who will direct the field workmen and key FAA facility personnel. Site information and facility operations traffic and parking patterns effecting the work shall be discussed during the meeting as needed for the contractor to finalize plans and prepare for the work. The Contractor shall refer to and be completely familiar with the information contained with these specifications and other contract documents before making the site visit.

4.1.2 – Control of Storm Runoff Debris: The Contractor will control all erosion and siltation debris resulting from the work activities from leaving the site and being deposited downstream. Siltation control will be maintained until all disturbed areas have been restored and accepted. The Contractor will discuss with the COTR his plans for debris/siltation control prior to beginning the work.

4.2 – Site Clean Up and Restoration: The Contractor shall remove all components not used for this work from the site following completion of all work (concrete, curbing, unused excavated earth, etc.). The site shall then be restored to its pre-construction condition in all areas disturbed by the construction activities.

General Decision Number: TX120263 01/06/2012 TX263

Superseded General Decision Number: TX20100297

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/06/2012

* BOIL0531-001 08/08/2011

	Rates	Fringes
Boilermaker.....	\$ 23.63	18.46

ENGI0178-004 12/01/2009

	Rates	Fringes
OPERATOR: Forklift.....	\$ 21.20	9.35

IRON0263-017 06/01/2008

	Rates	Fringes
Ironworker, reinforcing.....	\$ 20.90	4.60

PAIN0053-003 04/01/2008

	Rates	Fringes
Painter - Brush, Roller & Spray.....	\$ 15.81	4.56

* PLUM0629-019 09/24/2011

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 21.75	6.25

SUTX2009-169 06/03/2009

	Rates	Fringes
BRICKLAYER.....	\$ 18.00	0.00
CARPENTER, Includes Drywall Hanging, and Metal Stud Installation.....	\$ 15.17	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.89	0.00
ELECTRICIAN.....	\$ 13.63	1.25
IRONWORKER, STRUCTURAL.....	\$ 10.84	0.00

LABORER: Common or General.....\$	8.67	0.00
LABORER: Mason Tender - Brick...\$	9.13	0.00
OPERATOR: Backhoe/Excavator.....\$	13.81	0.00
OPERATOR: Blade/Grader.....\$	12.97	0.00
OPERATOR: Front End Loader.....\$	12.23	0.00
ROOFER.....\$	12.06	0.00
TILE SETTER.....\$	8.50	0.00
TRUCK DRIVER.....\$	10.15	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may

include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

DEPARTMENT OF TRANSPORTATION
CONTRACTOR'S RELEASE

CONTRACT NO.

CONTRACTOR (Name and Address)

SUM OF

DOLLARS

In consideration of the sum stated above, which has been paid or is to be paid to the Contractor, or his assignee, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:
2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of this contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract, and
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under any provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that he will comply with all provisions of the said contract, including without limitations those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this ____ day of ____, 20__.

WITNESS

(Contractor)

BY

TITLE

NOTE:

In the case of a corporation, witnesses are not required but the certification below must be completed.

CERTIFICATE

I, _____, certify that I am the
_____ secretary of the corporation named as Contractor in the foregoing release;
that _____ who signed said release on behalf of the Contractor was then
_____ of said corporation; that said release was duly signed for
and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)
